



THE FAMILY LINES RAIL SYSTEM

500 Water Street • Jacksonville, Florida 32202 • Telephone (904) 359-3100

RECORDATION NO. 8118-C FILED 1425

DEC 31 1981 -9 50 AM

December 1, 1981

LAW DEPARTMENT

Writer's direct
telephone line:

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

1-3654030

No. DEC 31 1981

Date

Fee \$ 10.00

ICC Washington, D. C.

Dear Madam Secretary:

Hisone is 8118-C

There are transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303 four duly executed counterparts of an Agreement of Partial Release dated as of December 1, 1981 between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203 and Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released the following equipment from that Conditional Sale Agreement and Agreement and Assignment dated as of October 15, 1975 which were filed and recorded with the Interstate Commerce Commission on November 13, 1975 and assigned Recordation No. 8118:

Thirteen (13) 100-ton covered hopper cars bearing I&N Railroad road numbers 241450, 241479, 241488, 241494, 241530, 241535, 241560, 241569, 241570, 241575, 241604, 241607 and 241627.

Attached hereto is a draft payable to the Interstate Commerce Commission to cover the recordation fee for said Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

RECEIVED

DEC 31 9 45 AM '81

After recordation, please return the recorded counterparts of
said Release to:

Mr. Allen H. Harrison, Jr.
Wilmer Cutler, & Pickering
1666 K Street, N.W.
Washington, D.C. 20006

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
General Attorney

8118-C
RECORDATION NO. 8118-C Filed 1425

Counterpart No. 1
Of 4 Counterparts

DEC 31 1981 -9 50 AM
INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of December 1, 1981, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile" and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of October 15, 1975, hereinafter called the "Agreement", by and among ACF Industries Incorporated and Bethlehem Steel Corporation (hereinafter called the "Vendors"), and the Railroad, it was agreed, among other things, that the Vendors would construct, sell and deliver to the Railroad and the Railroad would buy from Vendors and accept delivery thereof and pay for 200 100-ton covered hopper cars constructed by ACF Industries Incorporated and 8 80-ton open top hopper cars constructed by Bethlehem Steel Corporation, herinafter called "cars" all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of October 15, 1975, hereinafter called the "Assignment", between the Vendors and Mercantile, Vendors sold, assigned, transferred and set over to Mercantile, its successors and assigns, all their right, title and interest under the Agreement and to the cars (except certain rights excluded as set forth in Section (1) of said Assignment); and

WHEREAS, the Agreement and Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the

RECEIVED
JAN 10 1964
STATE DEPARTMENT

TO THE HONORABLE SECRETARY OF THE STATE
WASHINGTON, D. C.
FROM THE DIRECTOR OF THE BUREAU OF CONSUMER AFFAIRS
SUBJECT: [Illegible]

Reference is made to your letter of [Illegible] dated [Illegible] and to the [Illegible] of the [Illegible] dated [Illegible].

The Bureau of Consumer Affairs is currently conducting a study of the [Illegible] and the [Illegible] of the [Illegible] and the [Illegible] of the [Illegible].

Very truly yours,
[Illegible Signature]
Director, Bureau of Consumer Affairs

Interstate Commerce Act, on November 13, 1975 and assigned Recordation No. 8118; and

WHEREAS, Article 8 of the Agreement requires, among other things, that when the aggregate Casualty Value of the cars which have suffered Casualty Occurrences, for which settlement has not been made, exceeds \$100,000, the Railroad shall pay to Mercantile a sum equal to the aggregate Casualty Value of such cars; and

WHEREAS, the Railroad has paid the Casualty Value for thirteen 100-ton covered hopper cars bearing the Railroad's road numbers 241450, 241479, 241488, 241494, 241530, 241535, 241560, 241569, 241570, 241575, 241604, 241607 and 241627, hereinafter referred to as the "Settled Cars"; and

NOW, THEREFORE, in consideration of the premises, Mercantile does hereby release the Settled Cars from the terms of the Agreement and the Assignment.

The Railroad does hereby release and discharge Mercantile, its successors and assigns, from any and all liability arising or in any manner resulting from this Agreement.

This Agreement may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile and Railroad have caused this Agreement to be signed in their behalf, respectively, and their respective

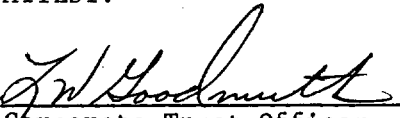
corporate seals to be hereunto affixed as of the day and year first hereinabove written.

MERCANTILE SAFE DEPOSIT AND TRUST COMPANY


By 
 ASSISTANT Vice President

(Corporate Seal)

ATTEST:

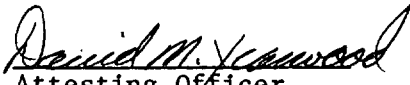
ASSISTANT 
 Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By 
 Director of Finance

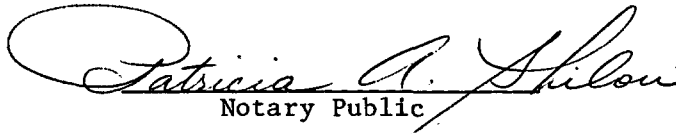
(Corporate Seal)

ATTEST:


 Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On the 24th day of December, 1981, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is a ASSISTANT VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

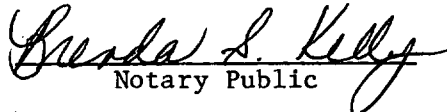

Notary Public

My Commission expires 7-1-82.

NOTARIAL SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On the 22nd day of December, 1981, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 5, 1985
Bonded by American Fire & Casualty Company
My Commission expires _____.

NOTARIAL SEAL